## $\frac{\text{FIRST AMENDMENT}}{\text{TO}}$ CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated November 7, 2019, is made and entered into on November 6, 2020 (the "FIRST Amendment") between LiRo Architects & Planners, P.C. having an office located at 1 State Street Plaza, 28th Fl., New York, NY 10004 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC"). Each of the foregoing are referred to individually herein as a "Party" and collectively the "Parties".

## WITNESSETH:

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on November 7, 2019, and made effective on October 15, 2019, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program; and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this Agreement; and

WHEREAS, HTFC and Contractor's Contract Price in the Agreement totaled \$689,998.98; and WHEREAS, HTFC wishes to obtain additional services from Contractor that are within the scope of services awarded to and provided by Contractor under the Agreement; and

WHEREAS, HTFC seeks to increase the Amount of the Agreement by \$470,552.00 to a new total of \$1,160,550.98; and

WHEREAS, HTFC seeks to extend the Term of the Agreement by an additional nine (9) months to July 17, 2022; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment to increase the Agreement Amount and extend the Agreement Term to allow Contractor to perform additional services;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

## STIPULATED AND AGREED as follows:

- 1. The second sentence of Section 2(a) of the Agreement is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$1,160,550.98 ("Total Fee") for the Services under all Task Orders under this Agreement."
- 2. The First sentence of Article 4 is hereby deleted and replaced with the following: "4. Period of Agreement. This Agreement shall commence as of the Effective Date and shall terminate on July 17, 2022."
- 3. All other terms and conditions, including appendices, attachments, exhibits, riders, and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

LiRo Architects & Planners, P.C.

Emily Thompson Bv:

Name: Emily Thompson

Title: Acting General Counsel,

Governor's Office of Storm Recovery

Date:

**Housing Trust Fund Corporation** 

By:

Name: Joseph P. Grant, AIA, NCARB

Title:

Senior Vice President

Date: 11/3/2020